

AG Contract No. KR97-2412-TRN
ADOT ECS File No. JPA 97-162
Project: M 600-2-524 H 4751 01C
Section: SR 51, Squaw Peak Highway
Median Cable Barrier
Phoenix File: 80948

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX**

THIS AGREEMENT is entered into 18 November, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Chapter 2, Section 2, of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's safety project along SR 51 (Squaw Peak Highway) from Thomas Road to Glendale Avenue, the City agrees to contribute up to fifty (50%) percent of the cost to install a three-strand cable barrier at or near the centerline of the median, hereinafter referred to as the Project, at an estimated cost of \$900,000.00. The purpose of the Project is to enhance safety in this area by reducing the possibility of median crossover accidents until such time the ultimate widening and permanent concrete barrier can be constructed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22048
Filed with the Secretary of State
Date Filed: 11/18/97

Betty Gayles
Secretary of State

By: Wicky Luenevood

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for a construction bidding and construction of the Project. Incorporate City design review comments as appropriate.

b. Call for bids, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the parties hereto as complete.

d. Upon execution of this agreement, invoice the City in the amount of \$450,000.00.

e. Upon completion of the design and construction of the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs, in an amount not to exceed \$500,000.00. Include a detailed recapitulation of costs with the invoice.

f. Provide maintenance upon completion and acceptance of the Project.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

c. Upon execution of this agreement and receipt of an invoice, remit to the State \$450,000.00, approximately fifty (50%) percent of the cost of the Project. Upon completion of the design and construction of the Project, reimburse the State any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs, in an amount not to exceed \$500,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

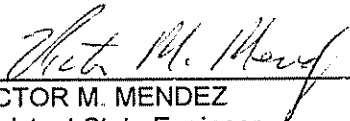
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By


JAMES H. MATTESON, P.E.
Street Transportation Director

STATE OF ARIZONA
Department of Transportation

By


VICTOR M. MENDEZ
Assistant State Engineer

ATTEST

By


VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities for the City to contribute up to fifty (50%) percent of the cost to install a three-strand cable barrier at or near the center-line of the median, to enhance safety in this area by reducing the possibility of median crossover accidents until such time the ultimate widening and permanent concrete barrier can be constructed.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for LARRY S. BONINE, Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10th day of October, 1997.

Michael D. Heen

ACTING City Attorney
DLB

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☐
Ordinance ☐ Resolution ☒ Emergency Clause? ☐ (Y/N)

SUBJECT COUNCIL DISTRICT NOS. 3 AND 6 - AGREEMENT BETWEEN THE ARIZONA
DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX FOR THE
INSTALLATION OF MEDIAN CABLE BARRIER ON THE SQUAW PEAK HIGHWAY
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Daniel P. Matthews Phone: 2-4057 WP Doc: 1026rca.w61
Backup being sent under separate cover? (Y/N)

RECOMMENDED BY Department Name: Street Transportation
Date Prepared: 10/08/97 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 10/22/97 Dept Approval: James H. Matteson, P.E.
If prepared for a different department:
Dept. Name/Approval:

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ Performance Bond Required? ☐
Submitted By Low Bidder? ☐ Amount? \$
Contract Required? ☐ Requisition No.
Contract Amendment? ☐ Current Contract No:
Approved by: Ord. FA on Date:

BUDGET \$ 450,000 To Be Encumbered? ☒ (Y/N)
INFORMATION Fiscal Year? 97/98
Source of Funds: Self Insured Reserve Fund
Index Code (s): 000612 220142055 (Subsidiary No.)
Subobject(s): 4702
Availability of Funds Approval: Tim Everill

CITY MANAGER'S OFFICE

Approved by: George Britton 10/13/97 C.M Control Number 04

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766/3615' RCA Number: 21767
Ordinance Number: Resolution Number: 18992
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 80948
Comments:

COUNCIL SUPPORT Agenda Date: 10/22/97 ITEM NUMBER: 36

COUNCIL DISTRICT NOS. 3 AND 6 -
AGREEMENT BETWEEN THE ARIZONA
DEPARTMENT OF TRANSPORTATION AND
THE CITY OF PHOENIX FOR THE
INSTALLATION OF MEDIAN CABLE
BARRIER ON THE SQUAW PEAK HIGHWAY

Request to authorize the City Manager to enter into an agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) for the installation of median cable barrier on the Squaw Peak Highway from Thomas Road to Glendale Avenue.

The City of Phoenix has agreed to contribute up to fifty percent (50%) of the cost to install a three-strand cable barrier in the median of the Squaw Peak Highway from Thomas Road to Glendale Avenue. The total estimated cost of this project is \$900,000.

The State will design, bid, and construct the barrier and will invoice the City upon execution of this agreement for \$450,000. Upon completion of the project, the State will invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction, and 14% construction engineering and administration costs, in an amount not to exceed \$500,000. A detailed recapitulation of project costs will be included with the final invoice. The State will provide maintenance upon completion and acceptance of the project.

The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14 percent for construction engineering and administration.

Citizen Notification

The Surface Transportation Advisory Committee and the Transportation and Technology Subcommittee discussed the installation of the median cable barrier.



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2412TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 17, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8912

Enc.